

STATE OF TEXAS §
 §
COUNTY OF WISE §

EDUCATIONAL SERVICES AGREEMENT

BETWEEN
THE DALLAS COUNTY COMMUNITY COLLEGE DISTRICT
AND
WISE COUNTY

THIS AGREEMENT is made and entered into by and between the Dallas County Community College District (hereinafter referred to as "DCCCD"), a Texas political subdivision of higher education, on behalf of **Brookhaven College** (hereinafter referred to as "College"), and Wise County, a Texas Governmental Entity, on behalf of the Wise County EMS, (hereinafter referred to as "DEPARTMENT").

WHEREAS, College offers education and training in emergency medical services programs (hereinafter referred to as "EMS", with students (hereinafter referred to as either "students" or "interns") enrolled at the College;

WHEREAS, COLLEGE EMS Paramedic students participating in EMS education and training are required to serve internships consisting of either eight, twelve or twenty four (24) hour shifts, as appropriate;

WHEREAS, (COLLEGE)-EMS EMT-Basic and Paramedic students are required to participate in an internship;

WHEREAS, the DEPARTMENT is an agency of a county that provides EMS to its citizens, using trained and certified EMS personnel

WHEREAS, DEPARTMENT's Emergency Medical Services (EMS) will provide students with an educational opportunity to observe how DEPARTMENT's EMS staff respond to emergency calls in their mobile units (hereinafter referred to as "field training") as a required part of the Texas DEPARTMENT of State Health Services (hereinafter referred to as "TDSHS") requirement for such experience to be certified by TDSHS;

WHEREAS, for the purpose of furthering the following objectives of the parties hereto, the College may send to DEPARTMENT qualified students who are enrolled in the various emergency medical services programs (hereinafter referred to as "Program") who desire to receive field training in one of the aforementioned fields. Students may be enrolled in one of the following Program: Emergency Medical Technicians and Paramedics; and

WHEREAS, Under this Agreement, College would like for its students being educated and trained for EMS to participate in internships with the DEPARTMENT's EMS personnel;

NOW, THEREFORE, COLLEGE-EMS and the DEPARTMENT agree as follows:

- 1. Consideration:** (COLLEGE)-EMS and DEPARTMENT agree that the performance of this Agreement is in the common public interest of both parties.

- 2. Purpose.** Under this Agreement, DEPARTMENT will allow qualified students of College to participate with EMS professionals during their responses to medical emergencies. COLLEGE-EMS students who participate in EMS training in/at DEPARTMENT's designated MICU stations will be under direct supervision of DEPARTMENT's personnel. EMT students will observe and perform non-invasive procedures during these internships. They will observe the latest medical practices and procedures and proper application of life support equipment in a variety of medical emergencies. EMT Basic and Paramedic students must participate in an internship that consists of at least ten, 24-hour shifts. Specific course objectives must be met during the 24-hour shifts. In the event that a student is unable to complete the course objectives as provided by the College, students may be required to participate in additional shifts to fulfill this requirement. As part of their training, students will satisfy internship objectives that are identified by College. Students who successfully complete their field training will be qualified to progress to the next phase of their EMT training.

- 3. Responsibilities of the DEPARTMENT.** DEPARTMENT shall have the following responsibilities:
 - A. Conduct the appropriate orientation for new and incoming students to this Program;
 - B. Provide COLLEGE with each student's schedule 45-calendar-days in advance of their field training under this Agreement. Negotiate with COLLEGE any schedule changes as soon as reasonably practicable;
 - C. Provide the latest state of the art and fully operational medical supplies and equipment. All supplies and equipment shall conform to all statutes and regulations relating to them;
 - D. Provide ambulances staffed with duly licensed and qualified personnel;
 - E. Provide appropriately trained preceptors for all students participating in all of their internships.

- F. Provide internship locations/slots to (COLLEGE)-EMS students:
 - (1). Monitor and observe each intern while they perform emergency medical services and provide feedback regarding EMT-Basic and Paramedic training.
- G. Department shall provide to College an evaluation of each student at a frequency reasonably determined by the College. These evaluations shall include, but are not limited to:
 - (1). Areas of improvement; and
 - (2). Strengths.

4. Responsibilities of the College. College shall have the following responsibilities:

- A. Develop a yearly instructional plan with DEPARTMENT to meet the educational goals of the EMT and Paramedic Program. This plan will be made available to the parties to this Agreement and will be subject to revisions to resolve any operational conflicts;
- B. In conjunction with DEPARTMENT, plan and coordinate the educational experience of its student(s) at the DEPARTMENT by:
 - 1. Providing the DEPARTMENT's designated EMS liaison notification, no less than 45-calendar-days prior to need, of the number of students for whom internship slots are needed;
 - 2. Facilitating a (COLLEGE) clinical liaison to DEPARTMENT's liaison for daily status reports/discussions of (COLLEGE) students while at internship;
- C. Schedule meetings, as necessary, with staff of DEPARTMENT, for the purpose of interpreting, discussing, and evaluating the EMS Program;
- D. Initiate periodic evaluation of internship learning experience;
- E. Assist with the supervision of its students at the DEPARTMENT, where necessary;
- F. Conduct conferences(s) with students and/or DEPARTMENT supervisors or other appropriate staff, as needed or requested;
- G. Furnish the DEPARTMENT with a schedule of hours for each student's internship at least forty-five-calendar day notice before finalizing a schedule;

- H. Hold DEPARTMENT responsible for learning and observing policies and regulations of both the Program and the DEPARTMENT as they apply to the student learning situation;
- I. Assure the DEPARTMENT that students who participate in this Program have previously met all prerequisites;
- J. Assure the DEPARTMENT that prior to the start of their first ride-out, students will have satisfactorily passed:
 - (1). A Substance abuse panel 10 drug screen; and
 - (2). A criminal background check.
- K. Inform and explain to students that they:
 - (1). Will be under the jurisdiction of DEPARTMENT officials for training purposes and will follow DEPARTMENT rules to the extent that such rules relate directly to education and training in the program.
 - (2). Need to adhere to policies and procedures to follow while at the DEPARTMENT's facilities, including, but not limited to, DEPARTMENT's medical control policies, procedures, EMS protocols, patient privacy and HIPAA regulations;
 - (3). Will have the status of learners and will not replace staff of the DEPARTMENT nor give service to patients apart from its educational value;
 - (4). Are subject to authority, policies, and regulations of the school. They are also subject, during their internship assignment, to the same standards as are set for employees of the DEPARTMENT in matters relating to EMS Program duties; and
 - (5). Are not employees of the DEPARTMENT and therefore, are not eligible for worker's compensation from DEPARTMENT.
- L. Shall not be excluded from participation in any state and/or federal health care programs. College shall inform students that they are required to notify the Department within five business days of student's discovery that they are the subject of any actions, investigations or other proceedings that could lead to their exclusion from any state and/or federal health care programs.

- M. Handle all student disciplinary problems, giving consideration to recommendations of personnel of DEPARTMENT, as appropriate.
- O. Assure that students meet the health standards of DEPARTMENT. Upon request of DEPARTMENT, students shall, at their own expense, provide evidence of:
 - (1). Rubella and rubeola immunity;
 - (2). Annual chest x-ray or evidence of a negative tuberculosis test;
 - (3). Inoculation for tetanus within the last ten years;
 - (4). History of chicken pox (varicella) after the student's first birthday;
 - (5). Verification that student was advised regarding Hepatitis B and either received, is in the process of receiving, or refused to receive the Hepatitis B vaccination; and
 - (6). Healthcare-level-provider CPR course completion certificate.
- P. Confirm that the Program is in full compliance with state and federal equal opportunity and affirmative action laws and regulations including Title IX of 1972 Education Amendments, Title VI and VII of the Civil Rights Acts of 1964 and 1992, Section 504 of the 1973 Rehabilitation Act, the Americans with Disabilities; and
- Q. Ensure that all paramedic students complete Wise County EMS Compliance Training prior to their clinical rotation with that City.
- R. The College shall assure DEPARTMENT that students who participate in this Program will have health insurance and professional liability coverage of no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. College shall furnish DEPARTMENT with a certificate showing proof of such coverage

5. Protections of Education Records under FERPA

- A. Any DCCCD Records ("DCCCD Records") shares with **Wise County EMS** relating to services under this Agreement may contain information protected or made confidential by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"). If DCCCD Records are subject to FERPA, DCCCD designates **Wise County EMS** as a DCCCD official with a legitimate educational interest in DCCCD Records; and
- B. **Wise County EMS** represents, warrants, and agrees that it will hold DCCCD Records in strict confidence and will not use or disclose DCCCD Records except as:

- (1). Permitted or required by this Agreement;
- (2). Required by law, including, without limitation, FERPA; or
- (3). Otherwise authorized by DCCCD in writing.

6. **Term.** Subject to prior termination of this Agreement as provided in the Termination provision of this Agreement, this Agreement shall be in full force and effect beginning on **October 1, 2018, and ending on September 30, 2019**. The renewal term shall be automatic for successive twelve-month terms and continue to renew unless either party notifies the other in writing of its intent to terminate this Agreement.

7. **Termination.** Either party to this Agreement may terminate this Agreement upon 90-calendar-days-notice. Such action, however, shall not affect students already enrolled in the program. Students who are enrolled in courses under this Program prior to the date of termination will be allowed to finish the courses that they are enrolled in.

8. **Assignment.** Neither party may assign their interest in this Agreement without the written permission of the other party.

9. **Insurance.** Parties to this Agreement shall maintain the following insurance limits:

A. Insurance requirements for the College: At its own expense, the College shall:

- (1). Obtain and maintain Licensed Professional Liability coverage with an insurance carrier authorized to do business in the State of Texas in the amounts not less than \$1,000,000 per claim and \$2,000,000 aggregate. Such insurance shall not be cancelled or materially altered to reduce the policy limits until DEPARTMENT has received at least forty-five (45) days' advance written notice of such cancellation or change, so that DEPARTMENT will have the option of terminating this Agreement before the effective date of such cancellation or change. (COLLEGE)-EMS shall be responsible for notifying DEPARTMENT of such change or cancellation.
- (2). Prior to performance of any other obligation contained herein, (COLLEGE)-EMS shall file with DEPARTMENT required original certificates of insurance, which shall clearly state all of the following:
 - a. the policy number, name of insurance company; name and address of the agent or authorized representative; name, address, and telephone number of insured; policy expiration date; and specific coverage amounts;

- b. that DEPARTMENT shall receive forty-five (45) days' prior written notice of cancellation from either the insurer or (COLLEGE)-EMS; and
 - (3). The certificates of insurance and notices shall be mailed to DEPARTMENT at the address specified in § 4, above.
 - (4). Any insurance provider of (COLLEGE)-EMS shall be admitted and authorized to do business in the State of Texas and shall be rated at least A in A.M. Best & Company's Insurance Guide
 - (5). Any deductibles or self-insured retentions must be stated on (COLLEGE)-EMS certificates of insurance.
- B.** Insurance requirements for the DEPARTMENT: At its own expense, the DEPARTMENT shall:
- (1). Obtain and maintain General Liability coverage with an insurance carrier authorized to do business in the State of Texas in the amounts of not less than is required by State Law.
 - (2). Furnish College with certificates of such insurance prior to the commencement of each term of this Agreement. Upon request of College, County shall furnish proof of insurance or a certificate of insurance. County shall immediately notify College of any change in coverage or cancellation of insurance.

10. Indemnification. Each Party agrees to be responsible for any personal injury, property damage, or other harm caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the Parties may otherwise mutually agree in writing. Notwithstanding the foregoing, nothing contained herein shall constitute a waiver of any defenses which may be available to the Party, including governmental immunity and any and all other defenses and immunities applicable to such Party, nor shall this provision expose the Party to any liability other than that to which it may be held liable under applicable law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

11. Venue: Venue to enforce this Agreement shall lie exclusively in Wise County, Texas.

12. Governing Law: This Agreement and all materials and/or issues under this Agreement shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely in Texas.

13. Nondiscrimination: Parties to this Agreement shall not discriminate on the basis of race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.

14. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

15. Notice: All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given if sent by facsimile transmission or mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

Dallas County Community College District

To: Kanora Jackson
Senior Administrative Assistant
801 Main Street
Dallas, TX 75202
972-860-5095 (desk)
972-860-5085 (fax)
k.jackson@dcccd.edu

Wise County EMS

To: Charles Dillard
EMS Administrator
Wise County EMS
1101 W. Rose Ave.
Decatur, TX 76234
(940) 627-2002 (office)
(970) 627-7521 (fax)
crdillard@ems.co.wise.tx.us

Either party reserves the right to designate in writing to the other party any change of name, change of person, or address to which the notices shall be sent.

16. Miscellaneous Provisions:

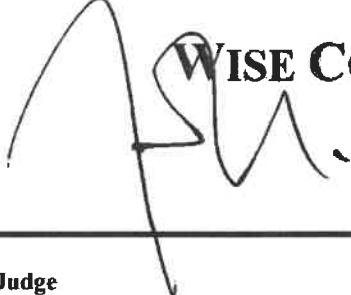
- A. Neither party shall have control over the other party with respect to its hours, time, employment, etc.
- B. Neither party may incur any debt, obligation expense, or liability of any kind against the other without the other's express written approval.
- D. Neither party has authority for an on behalf of the other except as provided in this Agreement. No other authority, power, partnership, use of rights are granted or implied.
- E. Neither party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement. Changes to this Agreement are subject to the approval of the DCCCD Legal Department.
- F. The parties to this Agreement warrant that their obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Also, each party shall adhere to their entity's policies and procedures. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- G. The DEPARTMENT shall throughout the term of this Agreement provide skilled personnel, adequate in number, to perform the specified services in an efficient and effective manner. DEPARTMENT certifies that personnel it provides to perform services under this Agreement possess all current and appropriate certifications, as applicable and they are authorized by law to perform such.
- H. In the performance of its obligations under this Agreement, the parties to this Agreement shall act fairly and in good faith. Where notice, approval, or similar action by either party hereto is permitted or required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

17. Parol Evidence and Statue of Agreement: This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the DCCCD and Wise County EMS. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.

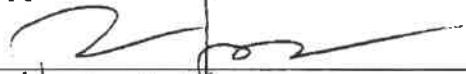
18. **Signatory Clause:** The individuals executing this Agreement on behalf of the Dallas County Community College District and Wise County EMS acknowledge that they are duly authorized to execute this Agreement. All parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this Agreement. This Agreement shall not become effective until executed by each party. Therefore, the parties to this Agreement shall begin their respective duties only after the last party has signed and dated this Agreement.

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT


By:  _____ Date 10/7/18
Dr. Thom D. Chesney, Ph.D.
President
Brookhaven College

 _____ Date 10-8-18
J.D. Clark
Wise County Judge

Approved as to Form:


Name: 10-11-18, Thomas Aaberg
Title: CCU

RECOMMENDED:


Title & Department: EMS Director